

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

RREF II BB ACQUISITIONS, LLC,)	
)	
Plaintiff,)	C/A No.: 4:13-cv-01732-MGL
)	
vs.)	OPINION AND ORDER
)	
WILLIAM R. MELDRUM, KEVIN MILLS,)	
ANDREW J. PREZIOSI,)	
and CHRISTINE HUMBERT,)	
)	
Defendants.)	

This is a breach of contract action on Guaranty Agreements executed by each of the Defendants in this action. On June 24, 2013, the Plaintiff, RREF II BB Acquisitions, LLC (“Plaintiff”) filed suit in this Court against the Defendants for their respective breaches of certain Guaranty Agreements. Defendants Preziosi and Humbert answered Plaintiff’s Complaint, but Defendants Meldrum and Mills filed no answers and are in default.

On March 24, 2014, Plaintiff moved for summary judgment on its claims against each of the Defendants for their breaches of their respective Guaranty Agreements. None of the Defendants filed any response or opposition to Plaintiff’s Motion for Summary Judgment (the “Motion”).

The Court has reviewed and considered all of the arguments, pleadings, and evidence in this matter, and there being no genuine issues of material fact in dispute, Plaintiff’s Motion is hereby **GRANTED**. Summary Judgment is hereby entered in favor of Plaintiff against Defendants on each of the claims set forth in Plaintiff’s Complaint, and IT IS HEREBY ORDERED AND ADJUDGED THAT Defendants are each liable for breach of contract as to

their respective Guaranty Agreement.

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff is awarded damages as follows:

(a) against Defendants William R. Meldrum, Kevin Mills, and Andrew J. Preziosi, jointly and severally, in the amount of **\$6,351,244.93**, which includes the unpaid principal balance of \$6,053,603.17 and unpaid interest of \$297,641.76, plus per diem interest in the amount of **\$1,387.28** per day that continues to accrue from March 10, 2014 through entry of this Final Order & Judgment, plus attorney fees and costs in the amount of fifteen percent (15%) of the principal and interest, plus post-judgment interest accruing thereon at the statutory rate; and

(b) against Defendant Christine Humbert, jointly and severally, in the amount of **\$963,501.76**, which includes unpaid principal balance in the amount of \$665,860.00 (pursuant to the cap set forth in her Limited Guaranty Agreement) and unpaid interest of \$297,641.76, plus per diem interest in the amount of **\$1,387.28** per day that continues to accrue from March 10, 2014 through entry of this Final Order & Judgment, plus attorney fees and costs in the amount of fifteen percent (15%) of said principal and interest amounts, plus post-judgment interest accruing thereon at the statutory rate.

IT IS SO ORDERED.

/s/ Mary G. Lewis
United States District Judge

May 5, 2014
Florence, South Carolina